

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CHINA MEDICAL UNIVERSITY (CMU)  
AND  
THE UNIVERSITY OF CALIFORNIA, IRVINE

China Medical University ("CMU"), and The Regents of the University of California on behalf of the University of California, Irvine, School of Medicine ("Regents") (collectively, "parties"), enter into an Memorandum of Understanding (MOU) to establish an educational exchange program as a continuing effort in our desire to improve education and research.

1. The purposes of the cooperation between CMU and REGENTS are as follows:
  - to promote interest in the teaching and research activities of the respective institutions;
  - to enhance the understanding of the economic, culture and social environment of the respective institutions.
  
2. To achieve these goals, CMU and REGENTS will, as to be later mutually agreed upon, and only insofar as the means and resources of each institution allow:
  - promote institutional exchanges by inviting faculty, staff or students of the partner institution to participate in a variety of teaching and/or research activities and professional development;
  - receive students to participate in extramural clerkships;
  - organize symposia, conferences, short courses and meetings on research issues;
  - carry out joint research and continuing education programs;
  - visiting physicians, staff or students be subject to the rules and regulations of the host institution. Further, each institution shall designate a coordinator at its facility and at its own expense to oversee and facilitate the implementation of any agreement. The coordinators, working with other appropriate administrators at the respective organization, shall have the following responsibilities:
    - to promote academic collaboration for research and study;
    - to act as principal contacts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the partner institution;
    - to distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution; and,

- o to periodically review and evaluate past joint activities and to develop new ideas for future cooperative agreements.
3. This MOU is intended to clarify the nature and extent of the complementary activities that the parties might undertake for their mutual benefit. Each party will be responsible for managing its own costs. The parties recognize that implementing any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of resources, including without limitation financial resources and space. Whether the parties must negotiate and agree to a supplemental agreement before they begin work on any project under this MOU will be assessed based on the extent to which implementing the project requires a commitment of resources, including without limitation financial resources, personnel, award of credit-bearing coursework, or transfer or use of intellectual property.

#### 4. INDEMNIFICATION

- a. REGENTS shall defend, indemnify and hold harmless CMU, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of REGENTS, its officers, employees, or agents.
- b. CMU shall defend, indemnify and hold harmless REGENTS, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of CMU, its officers, employees, or agents.

#### 5. CONFIDENTIALITY

- a. This MOU, and documents created pursuant to it, is subject to the requirements of the California Public Records Act and other applicable law. To the extent CMU considers any document (or any portion of any document) created pursuant to this MOU to be exempted from disclosure under the California Records Act, it will identify that document (or that portion of a document) in writing by clearly marking the portion of the document it believes is exempt

from disclosure on the document with the phrase "Exempt From Disclosure Under the California PRA" or similar words.

- b. REGENTS and CMU have agreed to the following procedure for responding to any requests to inspect or receive copies of documents so marked.
  - i. REGENTS will promptly notify CMU upon receipt of a request under the California Public Records Act or any other applicable law to inspect or receive copies of the marked document(s).
  - ii. CMU will have five working days from the date of receipt of notice from REGENTS to file a motion in a court of competent jurisdiction to prevent disclosure of the document(s).
  - iii. CMU will be solely responsible for any costs or fees incurred by CMU related to its efforts to prevent disclosure of the document(s). In no event will any such costs or fees be deducted from any payment due REGENTS under the MOU, or otherwise charged to REGENTS.
  - iv. CMU will reimburse REGENTS its reasonable costs and expenses incurred in cooperating with CMU efforts to prevent disclosure of the document(s). CMU will indemnify, defend and hold harmless REGENTS from and against any costs or liability arising out of CMU's efforts to prevent disclosure of the document(s) or REGENTS' efforts to cooperate with CMU in that regard.
  - v. Notwithstanding the foregoing, either party may disclose the terms hereof to such party's professional, financial, and similar advisors provided such persons or firms are bound by an obligation or agreement of confidentiality not to further disclose such information to any third party.

## 6. USE OF REGENTS' NAME AND SEAL

CMU may use the name (including "The University of California," "The University of California, Irvine," "UC," "UC Irvine," "UCI" or any other version of REGENTS' name) and seal (including the official and unofficial seal) of REGENTS, and any other symbol or logo of REGENTS, only after CMU has sought and received written approval for such use pursuant to REGENTS' policies and procedures.

7. This MOU may be altered only by mutual written consent of both parties. Modifications of this MOU shall not become effective until they are received in writing by both parties.
8. The term of this MOU shall become effective upon final execution and continue in effect for three (3) years or unless earlier terminated in accordance with the terms of Article 7.
9. TERMINATION
  - a. Termination without Cause: Notwithstanding any other provision to the contrary, this MOU may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party.
  - b. Termination for Cause: In the event of a material breach of this MOU, the aggrieved party may terminate this MOU by giving ninety (90) days' prior written notice of termination to the breaching party and MOU shall automatically terminate at the end of a ninety (90) day period, if the breach has not been corrected to the satisfaction of the complaining party.
10. Two official copies of this MOU in the English language are to be signed by the representatives, with one copy to be retained by each institution.
11. This MOU shall be governed by the law of the State of California without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

## 12. NOTICES

All Notices required under this MOU shall be deemed to have been fully given when made by e-mail, fax or in writing and deposited in the United States mail, postage prepaid mail, return receipt requested and addressed as follows:

### To REGENTS:

Ralph V. Clayman M.D.  
Dean, School of Medicine  
Professor of Urology  
University of California, Irvine  
252 Irvine Hall  
Irvine, CA, 92697


Lawrence H. Gold  
Special Assistant to the Provost  
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To CMU: Kuang-Fu Cheng Ph.D.  
Professor  
Dean of College of Health Care  
China Medical University  
91 Hsueh-Shih Road  
Taichung, Taiwan, 40402

Signed this day 6 of June, 2012

By: 

Ralph V. Clayman M.D.  
University of California, Irvine  
Dean, School of Medicine  
Professor of Urology

By: 

Kuang-Fu Cheng Ph.D.  
China Medical University

By: 

Scott Goodwin M.D.  
Chairman, Radiological Sciences  
University of California, Irvine